

**EXHIBIT E**  
**(Default Letter)**



**Hendricks Resources Limited**  
301 East Main Street, Suite 1100  
Lexington, Kentucky 40507, USA  
Phone: (859) 469-6818  
hendricksresources.com

February 13, 2017

Omnis Mineral Technologies, LLC  
3757 State Street  
Santa Barbara, California 93105  
Attn: Simon Hodson

**VIA: Personal Delivery and Federal Express**

Re: **NOTICE OF NONPAYMENT AND OPTION TO ACCELERATE** under Loan Agreement between Omnis Mineral Technologies, LLC ("Omnis") and Hendricks Resources Limited ("Hendricks") dated March 29, 2015 (the "Loan Agreement") and Promissory Note from Omnis to Hendricks of even date therewith (the "Note"), as amended by that certain Amendment to the Loan Agreement and Promissory Note between Omnis and Hendricks dated May 22, 2015, and that certain Letter Agreement between Omnis and Hendricks dated July 13, 2015 (the "Letter Agreement" and, collectively with the Loan Agreement and the Note, the "Loan").

Dear Simon:

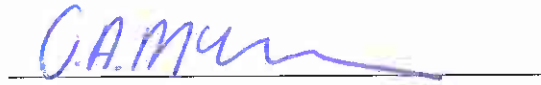
This letter is to inform you that, under the terms of the Loan Agreement, the Note and the Letter Agreement, Omnis is in arrears for failing to pay (i) the \$1,000,000 New Loan (as defined in the Letter Agreement) by December 31, 2015, per Paragraph 2 of the Letter Agreement, and (ii) the annual interest payment due on March 30, 2016 under Section 5(b) of the Note.

The Loan Agreement provides that if Omnis fails to pay arrearages within 5 days after this written notice of nonpayment, an Event of Default (as defined in the Loan Agreement) shall have occurred. Immediately upon an Event of Default, at our option, the Loan, Note and all other Obligations (as defined in the Loan Agreement) will immediately mature and become due and payable without presentment, demand, protest or notice of any kind, and we will be entitled to seek any and all other remedies available at law, equity, contract or otherwise.

Please be advised that we are exercising our option to accelerate, and that failure to remit payment to us as provided in the Note and the Letter Agreement within 5 days after this written notice will result in immediate acceleration of all amounts owed under the Loan, Note, Letter Agreement and other Obligations (including the \$3,000,000 outstanding principal balance and all accrued interest), along with all costs and expenses, including attorneys' fees and legal expenses, incurred in connection with the enforcement of the Loan, and we will seek immediate payment, as well as all other remedies available at law, equity, contract, or otherwise.

Sincerely,

HENDRICKS RESOURCES LIMITED



Julian McIntyre, Director

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